IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE P.R.RAMAN
&
THE HONOURABLE MR. JUSTICE ANTONY DOMINIC

TUESDAY, THE 13TH MARCH 2007 / 22ND PHALGUNA 1928

Ins.APP.No. 28 of 2006(A)

IC.115/2002 of EMPLOYEES INSURANCE COURT, ALAPPUZHA
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APPELLANT/OPP.PARTY:

THE REGIONAL DIRECTOR,
E S I CORPORATION, PANCHADEEP BHAVAN,
THRISSUR-20.

BY ADV. SMT.T.D.RAJALAKSHMY, SC, ESI CORPN.

RESPONDENTS: APPLICANT:

M/S. SURESH TRADING CO., NEAR
VAZHICHERY BRIDGE, ALAPPUZHA REPRESENTED BY
ITS MG.PARTNER P.R.SURESH BABOO.

BY ADV. SRI.P.R.RAMACHANDRA MENON

THIS INSURANCE APPEAL HAVING COME UP FOR ADMISSION ON 13/03/2007,THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

P.R.RAMAN & ANTONY DOMINIC, JJ.
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INS.APPEAL NO. 28 OF 2006
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Dated this the 13th day of March, 2007

J U D G M E N T

P.R.Raman, J.

The appellant, the Regional Director of ESI Corporation was the opposite party in I.C.115/02. The question regarding the coverage of the establishment in question was a subject matter of decision by this court in MFA 90/83, wherein it was held that the establishment satisfies the minimum number of employees and that it stands covered and allowed the appeal filed by the Corporation. Thereafter, the Corporation proceeded to make the assessment for the period from 17/1/79 to 2002, which was challenged by the respondent herein before the Insurance Court. The Insurance Court by the impugned judgment in appeal held that the applicant is liable to pay contribution on the basis that it is covered from 17/1/79 to 11/3/88 and directed the appellant herein to quantify the exact amount of contribution payable.

2. The grievance of the appellant is that there was no rhyme or reason in limiting the period upto 11/3/88 since the dispute relates to the period upto 2002 and once it is held that it

is not barred by limitation, necessarily for the period following beyond 11/3/88 also there cannot be any limitation.

3. Heard both sides.

4. In the facts and circumstances, we find no reason as to why the period is limited to 1988 only. In the light of the Apex Court decision there is limitation to recover the statutory dues under the Act. Hence we clarify that for the period from 17/1/79 upto 2002, which was subject matter of dispute before the EI Court, it will be open to the Corporation to quantify the amount after due notice to the respondent.

With the above clarification, the appeal is disposed of.

P.R.RAMAN, JUDGE.

ANTONY DOMINIC, JUDGE.

Rp